



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      OPB, MNSD, MNR, MNDC, MND, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession for breach of an agreement, keep all or part of the security deposit, a monetary order for unpaid rent, a monetary order for damage to the property, compensation for damage or loss and recovery of the filing fee. The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Summary of Background and Evidence

This tenancy began August 14, 2010 with monthly rent of \$1800.00, the tenants paid a security deposit of \$900.00 and a pet damage deposit of \$900.00.

The landlord testified on November 25, 2010 the tenants gave notice by phone that they would be vacating the rental unit on November 30, 2010. The landlord stated that move-in and move-out inspections were completed with the tenants and that on the move-out inspection the tenants agreed to the landlord keeping their \$900.00 security deposit but not the \$900.00 pet damage deposit.

The landlord testified that the tenants did not pay the December 2010 rent and left a balance of \$1800.00 owing in unpaid rent.

The landlord stated that the tenant did not pay the city utility bill and left an outstanding amount due of \$250.15. The landlord stated that the tenant did not clean the kitchen and left the stove, cabinets, fridge and walls dirty and that the doorways and walls through-out the house were very dirty; the landlord is claiming 6 hours of cleaning time.

The landlord testified that he paid \$125.00 to have the carpets cleaned and that the amount of \$392.00 noted in his claim reflects removal of discarded items from the carpet. The landlord stated that the carpet cleaning company advised him that they had vacuumed

The landlord testified that the kitchen counters were brand new when the tenants moved in but that at some time during the tenancy the counter top was severely damaged due to something very hot being placed on it. The landlord stated that one entire section of the counter top now needs to be replaced as the damaged area cannot be repaired. The landlord stated that the fridge door was dented and scratched and the cost reflected in the claim is for a new door skin and installation of the new door skin.

The landlord stated that he had to patch dents and scrapes in the dining room, en-suite and basement walls.

The landlord in this application is claiming the following;

December rent	\$1800.00
Utilities	\$250.15
Cleaning – 6 hours	\$150.00
Carpet cleaning	\$392.00
Replacement of kitchen counter top	\$1033.20
Holes and scrapes on walls	\$225.00
Fridge door	\$318.01
<b>Total claim</b>	<b>\$4168.36</b>

### Analysis

Based on the documentary evidence and undisputed testimony of the landlord has met the burden of proving that he is entitled to compensation for: \$1800.00 for December 2010 rent, \$250.15 for unpaid utilities, \$150.00 in cleaning costs and \$318.01 for damage to the fridge.

Based on the documentary evidence and undisputed testimony of the landlord I find that the landlord is entitled to compensation in the limited amount of \$125.00 for carpet cleaning, \$520.00 for replacement of the counter top and \$112.00 for wall repair.

December 2010 rent	\$1800.00
Utilities	\$250.15
Cleaning – 6 hours	\$150.00
Carpet cleaning	\$125.00
Replacement of kitchen counter top	\$600.00
Holes and scrapes on walls	\$112.00

Fridge door	\$318.01
<b>Total claim</b>	<b>\$3355.36</b>

I find that the landlord has established a claim for \$3355.36 in unpaid rent/utilities, cleaning costs and damages. As the landlord has already retained the tenant's \$900.00 security deposit, the monetary award will be set-off by that amount resulting in a balance of \$2455.36 due to the landlord.

The landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$2455.36 in unpaid rent and utilities, cleaning costs and damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$900.00 pet damage deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$1605.36**. ( $\$2455.36 + \$50.00 = \$2505.36 - \$900.00 = \$1605.36$ )

A monetary order in the amount of **\$1605.36** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 19, 2010

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Residential Tenancy Branch